REMARKS

Claims 1-30 are pending. By this amendment, claims 1, 10, 16, and 24 are amended to more precisely recite the novel features of the present application. No new matter is introduced. Support for the amendments can be found at least at page 3, lines 16-19 and page 7, lines 2-4 of the specification. Reconsideration and issuance of a Notice of Allowance are respectfully requested in view of the preceding amendments and following remarks.

Claim Rejections Under 35 U.S.C. § 112

Claims 10-30 are rejected under 35 U.S.C. § 112, second paragraph. Claims 10, 16, and 24 have been amended. Withdrawal of the rejection is respectfully requested.

Claim Rejection Under 35 U.S.C. § 103

Claims 1-30 are rejected under 35 U.S.C. § 103(a) over applicant admitted prior art (AAPA) in view of Article 1999 - Hewlett-Packard: HP's new iCOD solutions offer immediate additional server capacity at low risk (Article 1999). Specifically, the Examiner acknowledges on pages 4-5 that AAPA relates to a method for measuring an asset on a single iCOD computer and does not teach measuring assets over a network with a plurality of iCOD computers. However, the Examiner asserts on pages 5-6 that Article 1999 discloses measuring assets over a network with a plurality of iCOD computers. This rejection is respectfully traversed.

To establish a *prima facie* case of obviousness ... the prior art reference (or references when combined) must teach or suggest all of the claim limitations. *In re Vaeck,* 947 F.2d 488 (Fed. Cir. 1991) and *MPEP* § 2142. In order to combine references, the following tenets of patent law must be adhered to: (A) The claimed invention must be considered as a whole; (B) The references must be considered as a whole and must suggest the desirability and thus the obviousness of making the combination; (C) The references must be viewed without the benefit of impermissible hindsight vision afforded by the claimed invention; and (D) Reasonable expectation of success is the standard with which obviousness is determined. *Hodosh v. Block Drug Co., Inc.*, 786 F.2d 1136, 1143 n.5 (Fed. Cir. 1986).

Independent claims 1, 10, 16 and 24 are directed to a system (claim 1) and method (claims 10, 16 and 24) for measuring at least one monitored asset belonging to at least one asset class over a network with a plurality of iCOD computers. The system and method allow payment-free transfer of monitored active assets between independently licensed systems, i.e., from one iCOD computer to another iCOD computer within the network.

Article 1999 is merely a marketing press release discussing in vague terms about future on-demand programs without specifically teaching anything about these future

programs. Furthermore, in the section marked as #5, Article 1999 merely mentions the term "HyperPlex clusters" as an example of "server components," indicating that HyperPlex clusters are equivalent to assets (e.g., CPU, memory, etc.) described in the present application, and not "iCOD computers." Therefore, one skilled in the art reading the Article 1999 would fairly interpret the press release as: a customer could purchase multiple systems or multiple HyperPlex clusters under a single on-demand licensing agreement and only pay for the systems or clusters that they actually use. Indeed, the Examiner acknowledges on page 6 that "putting more than one computer on the service contract or account would have been obvious," (emphasis added). Accordingly, one skilled in the art would not fairly assume that Article 1999 teaches payment-free transfer of monitored active assets between independently licensed systems (i.e., iCOD computers) over a network. Independently licensed systems are systems that are licensed under different contracts.

To the contrary, amended claim 1 recites: "a plurality of instant capacity on demand (iCOD) computers, wherein each iCOD computer is an independently licensed system ... allowing payment-free transfer of active assets from one iCOD computer to another iCOD computer within the network," (emphasis added). As noted, AAPA and Article 1999, individually and in combination, do not disclose or suggest this feature. Accordingly, amended claim 1 is allowable over AAPA and Article 1999.

Claims 2-9 are allowable at least because they depend from allowable claim 1 and for the additional features they recite.

With respect to claim 10, for at least the same reasons as discussed with respect to claim 1, AAPA and Article 1999, individually and in combination, do not disclose or suggest "receiving data about a quantity of assets of the at least one asset class for each iCOD computer on the network, wherein each iCOD computer is an independently licensed system ... allowing payment-free transfer of active assets from one iCOD computer to another iCOD computer within the network," as recited in amended claim 10. Therefore, claim 10 is allowable.

Claims 11-15 are allowable at least because they depend from allowable claim 10 and for the additional features they recite.

With respect to claim 16, for at least the same reasons as discussed with respect to claim 1, AAPA and Article 1999, individually and in combination, do not disclose or suggest "measuring a quantity of assets of at least one asset class from each of the plurality of iCOD computers on the network, wherein each iCOD computer is an independently licensed system ... allowing payment-free transfer of active assets from one iCOD computer to another iCOD

computer within the network," as recited in amended claim 16. Therefore, claim 16 is allowable.

Claims 17-23 are allowable at least because they depend from allowable claim 16 and for the additional features they recite.

With respect to claim 24, for at least the same reasons as discussed with respect to claim 1, AAPA and Article 1999, individually and in combination, do not disclose or suggest "grouping the plurality of iCOD computers into at least one cluster, wherein the at least one cluster includes at least one iCOD computer, wherein each iCOD computer is an independently licensed system ... allowing payment-free transfer of active assets from one iCOD computer to another iCOD computer within the network," as recited in amended claim 24. Therefore, claim 24 is allowable.

Claims 25-30 are allowable at least because they depend from allowable claim 24 and for the additional features they recite.

Withdrawal of the rejection of claims 1-30 under 35 U.S.C. §103(a) is respectfully requested.

In view of the above remarks, Applicant respectfully submits that the application is in condition for allowance. Prompt examination and allowance are respectfully requested.

Should the Examiner believe that anything further is desired in order to place the application in even better condition for allowance, the Examiner is invited to contact Applicant's undersigned representative at the telephone number listed below.

Respectfully submitted,

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